

**Services Agreement between
Clarkston Community Center and City of Clarkston**

This Services Agreement is entered into this 3rd day of September, 2013, by and between **CLARKSTON COMMUNITY CENTER, INC.**, a Georgia non-profit corporation doing business at 3701 College Avenue, Clarkston, GA 30021, (hereinafter “CCC”) and the **CITY OF CLARKSTON**, a Georgia municipal corporation located at 1055 Rowland Street, Clarkston GA 30021, (hereinafter the “City”);

WHEREAS, the City is desirous of ensuring greater access to the CCC for Clarkston residents and/or businesses located within Clarkston; and

WHEREAS, the City is in need of meeting and activity space for certain special events; and

WHEREAS, CCC is prepared to provide agreed upon space to Clarkston residents and/or businesses located within Clarkston, and to the City, subject to the terms and provisions set forth below

NOW, THEREFORE, in consideration of the payment and mutual covenants described herein, the City and CCC do hereby agree as follows:

1) Services/Facilities to be Provided by CCC:

Subject to City’s Payments in accordance with Section 2) below, CCC shall make available \$3000 worth of space for resident and/or local organizations (“Local User”) use each quarter (“Local Use”) and shall waive all License Fees related to such Local Use:

- a) Local Users shall adhere to CCC Local Use rental policy structuring equitable access.
- b) CCC shall provide a quarterly report of Local Use within ten (10) days following the close of each quarter during the Term.
- g) CCC shall not be required to provide any space for Local Use for a given quarter unless all payments to be made by City prior to the commencement of such quarter have been made by City.
- h) As a condition of Local Use, Local Users shall be required to sign the standard License and Temporary Use Agreement (the “License Agreement”) and make all deposits required under this Agreement and/or the License Agreement.

2) Use of CCC Facility by City

CCC shall provide to City space for training or other events four hours per quarter, four hours for use of Angora Hall for the State of the City address, and space for one Town Hall meeting per quarter. Such space may include use of East Conference Room, West Conference Room, or Angora Hall, or any available combination thereof. City shall provide CCC with at least ten (10) days prior notice of any date that City desires to use the CCC facility for an event, and CCC shall provide City written notice of space availability. Notwithstanding the foregoing, City shall provide CCC notice of the date of the State of the City address, at

least ninety (90) days prior to the date of such event. City agrees to enter into the License Agreement prior to each use of CCC's facilities.

3) Payment to CCC

In consideration for the services and use of facilities contemplated herein, the City shall pay CCC Twenty Thousand and No/100 Dollars (\$20,000.00). This amount shall be paid in quarterly installments of five thousand dollars (\$5,000) each (the "Payments"). The first such payment shall be made not later than October 4, 2013; the second installment shall be paid not later than January 10, 2013; the third installment shall be paid not later than April 4, 2013; the fourth installment shall be paid not later than August 8, 2013.

4) Term and Termination

The term of this Service Agreement shall commence as of October 1, 2013 and expire as of midnight on September 30th, 2014. The Agreement may be terminated by either party for any reason upon thirty (30) days' prior written notice, provided, however, such termination shall not relieve either party from performance of obligations (including, without limitation, making of any payments required under this Agreement) accruing through the effective date of such termination, which obligations shall survive such termination. Notwithstanding the foregoing, if either party fails to comply with the terms herein, the other party may immediately terminate this Agreement upon written notice to the party failing to abide by the terms hereof.

SO AGREED, upon the date first written above.

CLARKSTON COMMUNITY CENTER

McKenzie Wren, Executive Director

Date: _____

CITY OF CLARKSTON

Emanuel Ransom, Mayor

Date: _____

Attest:

Tracy Ashby, City Clerk

Date: _____

APPROVED AS TO FORM:

Stephen G. Quinn, City Attorney